



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

BY FIRST CLASS MAIL AND EMAIL

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APR 09 2013

RE: MUR 6516 (Timothy Mobley, *et al.*)

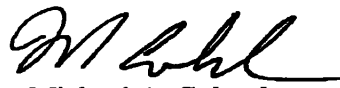
Dear Messrs. Burns and Baran:

On April 5, 2013, the Federal Election Commission accepted the signed conciliation agreement submitted on your clients' behalf in settlement of a violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66132 (Dec. 14, 2009). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1341.

Sincerely,

  
Michael A. Columbo  
Attorney

Enclosure  
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

2013 MAR 29 AM 10:30

In the Matter of

MUR 6516

OFFICE OF  
COUNSEL

Timothy F. Mobley  
MTampa Financing Company, LLC  
Express Freight of Florida, LLC

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission") pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities.

The Commission found reason to believe that Timothy F. Mobley, MTampa Financing Company, LLC, and Express Freight of Florida violated 2 U.S.C. § 441f, and that MTampa Financing Company, LLC, also violated 2 U.S.C. § 441b(a).

NOW, THEREFORE, the Commission and the Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents enter voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Mobley is a home builder and was business partners with Rep. Vernon G. Buchanan in real estate developments and Buchanan's former Suncoast Ford car dealership. Mobley also served as a volunteer fundraiser for Buchanan.

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1                   2. Timothy Hohl has been Mobley's accountant for 30 years and is also  
2 Mobley's brother-in-law. Hohl's accounting firm and the offices of Mobley's businesses share a  
3 building that Mobley and Hohl jointly own.

4                   3. Terry Keith Howell has owned and operated trucking companies for many  
5 years.

6                   4. Express Freight of Florida, LLC ("EFF") is a trucking company that  
7 Mobley, Hohl, and Howell formed in early 2008, in which each had an ownership interest.

8                   5. MTampa Financing, LLC, is a company that Mobley formed at  
9 approximately the same time as EFF which he wholly owned and controlled through other  
10 entities. Mobley expected MTampa Financing, LLC to finance EFF's operations by purchasing  
11 EFF's account receivables at a discount, a business known as factoring.

12                                   Applicable Law

13                   6. The Federal Election Campaign Act of 1971, as amended ("the Act"),  
14 provides that no person shall make a contribution in the name of another person or knowingly  
15 permit his or her name to be used to effect such a contribution. 2 U.S.C. § 441f. Section 441f  
16 prohibits providing money to others to effect contributions in their names without disclosing the  
17 source of the money to the recipient candidate or committee at the time the contribution is made,  
18 it includes knowingly helping or assisting any person in making a contribution in the name of  
19 another, and it applies to individuals as well as incorporated or unincorporated entities.  
20 11 C.F.R. § 110.4(b); 2 U.S.C. § 431(11) (term "person" includes partnerships and corporations).

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1                   7.     During the 2005-2006 election cycle, a person could contribute no more  
2     than \$2,100 to a candidate and his or her authorized committee per election, and during the 2007-  
3     2008 election cycle, the limit was \$2,300 per election. *See* 2 U.S.C. § 441a(a).

4                   **Respondents' Reimbursement of Howell's Contributions**

5                   8.     In March 2008, Mobley solicited Howell to contribute \$8,800 to Vern  
6     Buchanan for Congress ("VBFC"). Mobley provided Howell with contribution instructions from  
7     VBFC that indicated that he could contribute \$8,800, which could be divided between the 2006  
8     and 2008 election cycles, and divided between the primary and general elections within each  
9     cycle.

10                  9.     Howell informed Mobley and Hohl that he did not have sufficient funds to  
11     make the contributions. Mobley told Howell to make the contributions, and told Howell that he  
12     would receive funds from the business to pay for the contributions.

13                  10.    Howell wrote two personal checks dated March 27, 2008, totaling \$8,800,  
14     to VBFC.

15                  11.    EFF wrote an \$8,800 check to Howell dated March 28, 2008, and signed  
16     by Hohl and Howell, to reimburse Howell for his contributions to VBFC. The memo line of  
17     the check states "Political Contribution." Howell deposited the check on March 28, 2008.

18                  12.    VBFC disclosed to the Commission that, on March 31, 2008, it received  
19     \$8,800 in contributions from Howell.

20                  13.    Mobley then authorized his company, MTampa Financing, LLC, to  
21     disburse \$8,800 to EFF to reimburse EFF for its reimbursement of Howell's contributions to  
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1 VBFC. This was accomplished through an \$8,800 MTampa Financing, LLC, check made payable to  
2 EFF that was dated April 1, 2008, and signed by Hohl.

3 14. Respondents contend that the payment from MTampa to EFF was a loan of  
4 funds that EFF would have been obligated to repay, and the payment from EFF to Howell was an  
5 advance/draw that Howell would have been obligated to repay either directly or as a deduction from  
6 potential future profits of EFF that Respondents had anticipated would be owed to Howell.  
7 Respondents contend that at the time the payments were made, Respondents believed the payments  
8 would not violate the Act. Respondents acknowledge, however, that EFF never repaid MTampa for  
9 the asserted loan of the contribution funds to EFF, and that Howell never repaid EFF for its asserted  
10 advance/draw. Therefore, the Respondents further acknowledge that MTampa made a contribution  
11 in Howell's name.

12 V. Respondents violated 2 U.S.C. § 441f by making and assisting in the making of  
13 \$8,800 in contributions from MTampa Financing, LLC, to Vern Buchanan for Congress in Howell's  
14 name.

15 VI. 1. Respondents will pay a civil penalty to the Federal Election Commission in  
16 the amount of Ten Thousand Dollars (\$10,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

17 2. Respondents will cease and desist from violating 2 U.S.C. § 441f.

18 3. Respondents will waive the right to any refund of all political contributions  
19 from Vern Buchanan for Congress and will request that Vern Buchanan for Congress disgorge all  
20 contributions referenced in this agreement, which have not been previously refunded or disgorged,  
21 to the United States Treasury.

22 VII. The Commission, on request of anyone filing a complaint under 2 U.S.C.  
23 § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance  
24 with this agreement. If the Commission believes that this agreement or any requirement thereof has  
been violated, it may institute a civil action for relief in the United States District Court for the  
District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have  
executed same and the Commission has approved the entire agreement.


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IX. Respondents shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

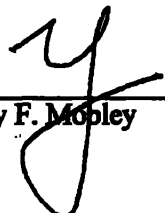
FOR THE COMMISSION:

Lisa J. Stevenson  
Deputy General Counsel - Law

BY:   
Daniel A. Petalas  
Associate General Counsel  
for Enforcement

4/8/13  
Date

FOR THE RESPONDENTS:

  
Timothy F. Mobley

3/10/13  
Date

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